

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

CWP No. 11546 of 2025

**a/w CWP Nos.12336, 12337, 12344,
12379, 12602, 12612, 12613, 12626,
12631, 12680, 12693, 12694, 12916,
12991, 13053, 13110, 13344, 13473,
13502, 13711, 13731, 13738, 13827,
13909, 13967, 14482, 14507, 14516,
14560, 14610, 14836, 15526, 15785,
15786, 15953, 20999 of 2025 and CWP
Nos.2675, 2678, 2679, 2680, 2681, 2682,
2683, 2684, 2685, 2686, 2687, 2689,
2690, 2691, 2692, 2693, 2694, 2695,
2696, 2697, 2698, 2699, 2700, 2701,
2702, 2703 of 2026**

Reserved on : 29.04.2026

Decided on : 23.07.2026

Uploaded on : 23.07.2026

1. CWP No.11546 of 2025

Parveen Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

2. CWP No.12336 of 2025

Rakesh Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

3. CWP No.12337 of 2025

Ashok Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

4. CWP No.12344 of 2025

Pankaj Sharma & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

5. CWP No.12379 of 2025

Yashwant Singh & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

6. CWP No.12602 of 2025

Mahender Kishore & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

7. CWP No.12612 of 2025

Bhag Singh & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

8. CWP No.12613 of 2025

Shyam Lal & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

9. CWP No.12626 of 2025

Susham Lata & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

10. CWP No.12631 of 2025

Gian Chand & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

11. CWP No.12680 of 2025

Man Singh & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

12. CWP No.12693 of 2025

Om Prakash & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

13. CWP No.12694 of 2025

Anil Kumar & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

14. CWP No.12916 of 2025

Reena Mehta & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

15. CWP No.12991 of 2025

Hitesh Bhandari & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

16. CWP No.13053 of 2025

Raman Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

17. CWP No.13110 of 2025

Shivnandan Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

18. CWP No.13344 of 2025

Vivek Verma & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

19. CWP No.13473 of 2025

Vikas Walia & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

20. CWP No.13502 of 2025

Gautam Mani & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

21. CWP No.13711 of 2025

Vimal Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

22. CWP No.13731 of 2025

Pawan Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Ors.

...Respondents.

23. CWP No.13738 of 2025

Kuldeep Chand & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

24. CWP No.13827 of 2025

Surjeet Kumar & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

25. CWP No.13909 of 2025

Suneel & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Ors.

...Respondents.

26. CWP No.13967 of 2025

Narain Singh & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

27. CWP No.14482 of 2025

Anjana Kumari.

...Petitioner.

Versus

State of Himachal Pradesh & Ors.

...Respondents.

28. CWP No.14507 of 2025

Girdhari Lal & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

29. CWP No.14516 of 2025

Chanchal Singh & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

30. CWP No.14560 of 2025

Dhirendar Singh Kahsyap & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

31. CWP No.14610 of 2025

Kanta Devi & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Ors.

...Respondents.

32. CWP No.14836 of 2025

Neeraj Kant & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

33. CWP No.15526 of 2025

Neeraj Bala & Ors.

...Petitioners.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

34. CWP No.15785 of 2025

Surender Sharma & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Ors. ...Respondents.

35. CWP No.15786 of 2025

Kanwar Singh & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Ors. ...Respondents.

36. CWP No.15953 of 2025

Naveen & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Ors. ...Respondents.

37. CWP No.20999 of 2025

Vijay Kumar & Ors. ...Petitioners.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

38. CWP No.2675 of 2026

Bimla Devi. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

39. CWP No.2678 of 2026

Anita Chauhan. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

40. CWP No.2679 of 2026

Parveena Chauhan.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

41. CWP No.2680 of 2026

Suman Kumari.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

42. CWP No.2681 of 2026

Aishvarya.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

43. CWP No.2682 of 2026

Rita.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

44. CWP No.2683 of 2026

Hitender Kumar.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

45. CWP No.2684 of 2026

Anjana Bhaik.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

46. CWP No.2685 of 2026

Prakash Chand.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

47. CWP No.2686 of 2026

Dheeraj Kumari.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

48. CWP No.2687 of 2026

Poonam.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

49. CWP No.2689 of 2026

Monika Thakur.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

50. CWP No.2690 of 2026

Darshan Dass.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

51. CWP No.2691 of 2026

Somprakash.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

52. CWP No.2692 of 2026

Pratibha Bhaluni.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

53. CWP No.2693 of 2026

Shiv Raj.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

54. CWP No.2694 of 2026

Hoshiar Singh.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

55. CWP No.2695 of 2026

Virender Kumar.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

56. CWP No.2696 of 2026

Leela Devi.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

57. CWP No.2697 of 2026

Vijay Thakur.

...Petitioner.

Versus

State of Himachal Pradesh & Anr.

...Respondents.

58. CWP No.2698 of 2026

Shailja Kumari. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

59. CWP No.2699 of 2026

Bipa Verma. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

60. CWP No.2700 of 2026

Anita Thakur. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

61. CWP No.2701 of 2026

Anita Devi. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

62. CWP No.2702 of 2026

Sudarshan Kumar. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

63. CWP No.2703 of 2026

Ravi Sharma. ...Petitioner.

Versus

State of Himachal Pradesh & Anr. ...Respondents.

Coram

Hon'ble Mr. Justice Vivek Singh Thakur, Judge.

Hon'ble Mr. Justice Ranjan Sharma, Judge.

Whether approved for reporting? ¹ Yes

For the Petitioner(s). Mr. Kush Sharma and Mr. Devender K. Sharma, Advocates for petitioner(s) in respective petitions.

For the Respondents: Mr. Anup Rattan, Advocate General with Mr. Ramakant Sharma, Additional Advocate General & Ms. Swati Draik, Deputy Advocate General, for the respondents-State, in all the petitions.

Ms. Ranjana, Advocate, vice Mr. Anil Kumar, Advocate, for respondent, in CWP No. 14482 of 2025.

Vivek Singh Thakur, Judge

Petitioners have approached this Court, seeking following substantive reliefs:-

- i. Issue an appropriate Writ, order or Directions and the impugned "Himachal Pradesh Recruitment and Conditions of Service of Government Employees Act, 2024" may kindly be declared bad in law and Ultra Vires to the Constitution of India, thus the same be quashed and set-aside And/Or;
- ii. Issue an appropriate Writ, order or Directions and the Respondents may kindly be directed to count the entire services of the Petitioners from the date of their initial appointments, with all consequential benefits.
- iii. In lieu of Relief No. 1 & 2, the Respondents may kindly be directed to grant all benefits including financial arrears, seniority, increments,

¹ Whether the reporters of the local papers may be allowed to see the judgment?

- continuity in the service for pay-scale/pay-grades and all other the consequential service benefits arising there from. And/or;
- iv. In alternative to the Relief No. 2, the Respondents may kindly be directed to count the contractual service of the Petitioners with retrospective effect from 16.08.2023 OR 15.01.2015 to 01.04.2018, for purpose of financial arrears, seniority, increments, continuity in service for pay-scale/pay-grades and all other consequential service benefits arising therefrom. And/or”

2. Admittedly, first issue involved in present case, regarding validity, legality and constitutionality of Himachal Pradesh Recruitment and Conditions of Service of Government Employees Act, 2024 (Act No. 23 of 2025) stands adjudicated and decided by a Coordinate Division Bench in CWP No. 3361 of 2025, titled Devinder Kumar and Ors. vs. State of Himachal Pradesh and another with connected matters, wherein it has been observed and held as under:-

“2. In all these petitions, the petitioners are mainly aggrieved by the enactment of the Himachal Pradesh Recruitment and Conditions of Service of Government Employees Act, 2024 (Act No. 23 of 2025) (in short '**Govt. Employees Act**'/the Act/the impugned Act).

3. In this common judgment, we are adjudicating only the constitutionality, validity, and legality of the Govt. Employee Act. For other reliefs, the consequences shall follow accordingly, and in case any further relief(s) is/are required to be determined after adjudication of additional facts, not discussed or adjudicated or covered in this judgment, the petitioners shall be at liberty to avail appropriate remedies, including the filing of fresh petitions for redressal of grievance based on such other issues raised or not raised in these petitions.

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202. Accordingly, in view of above discussion and considering the ratio of law laid down by the Apex Court, the impugned Act is quashed and set aside.

203. In view of quashing of the impugned Act, all consequential action, omission and commission of the respondents-State and its functionaries, based on the impugned Act, are declared illegal, unconstitutional and nullify, and resultantly orders/rejection/directions, withdrawal, denying benefits or proposing recovery of already granted reliefs, based on the impugned Act, in conflict with the mandate of the Court are also quashed and set aside and competent authority(ies) is directed to ensure extension of benefits to the employees in terms of judgments passed by the competent Courts, latest by three months from today by issuing appropriate orders, if so required, in consonance with the Constitutional mandate and verdict of the Court(s)."

3. The findings returned in CWP No. 3361 of 2025 along with connected matters, shall be applicable *mutatis mutandis* to present matters, regarding this issue, for all intents and purposes.

4. For adjudication of other reliefs, i.e., relief Nos. 2 to 4, it would be relevant to refer history of PTA Teachers from their engagement till their regularization, after taking over their services by converting PTA Teachers into contract teachers, which is as under:-

"A During the years 2006, 2007, and 2008, the respondent-Department permitted the local Parent Teacher Associations (PTAs) of the concerned schools to engage PTA Teachers under the *Parent Teacher Association (Grant-in-Aid) Policy, 2006*. This policy was initiated as a stop-gap arrangement to provide teachers to students against vacant posts of concerned subjects, for want of appointment/posting of regular or contract Teachers by the Department on such posts.

B. Vide Notification dated 16.08.2013, the Government of Himachal Pradesh decided to take over the services of PTA Grant-in-Aid (GIA) provided Teachers on a contract basis.

C. The said decision of the Government to convert PTA (GIA) teachers into contract employees was challenged by one Pankaj Kumar by filing CWP No.6916 of 2011-H titled as Pankaj Kumar vs. State of H.P. & Ors. as well as some other persons including Chander Mohan Negi.

- D. The High Court vide judgment dated 09.12.2014 decided CWP No. 6916 of 2011 along with connected matters in favour of PTA (GIA) Contract Teachers and accordingly, services of PTA (GIA) provided Teachers were taken over on contract basis in the month of January, 2015.
- E. Judgment dated 09.12.2014, passed in CWP No.6916 of 2011 and connected matters, was further assailed before the Apex Court by filing **SLP No.1426 of 2015** titled as ***Pankaj Kumar vs. State of H.P. & Ors. and other connected matters***, wherein the Apex Court, vide order dated 22.01.2015, directed to maintain *status quo* till further orders to the contrary. This SLP was converted into Civil Appeal No. 2812 of 2017. However, this appeal was dismissed as withdrawn on 19.3.2018.
- F. Aforesaid judgment dated 09.12.2014, passed in CWP No.7728 of 2013 (connected with CWP No.6916 of 2011), was also challenged by Kushal Kumar and others before the Apex Court by filing SLP No. 1709 of 2015, 6644 of 2015 and 6090 of 2015, wherein also vide order dated 09.03.2015, the Apex Court directed to maintain *status quo* till orders to the contrary.
- G. SLP No.6644 of 2015, Chander Mohan Vs. State of H.P., SLP No.6090 of 2015, Rajesh Kumar Vs. State of H.P. and SLP No.7709 of 2015, Kushal Kumar Vs. State were converted into Civil Appeals bearing Civil Appeal Nos.2813 of 2017, 2814 of 2017, and 2815 of 2017 respectively. These appeals were dismissed by the Apex Court vide judgment dated 17.04.2020, passed in the matter of *Chander Mohan Negi v. State of H.P. and Others*, reported in **(2020) 5 SCC 732** (Civil Appeal No.2813 of 2017).
- H. After dismissal of the aforementioned SLPs and Civil Appeals by the Apex Court, the Government, vide communication dated 05.08.2020, conveyed its approval to regularize services of the PTA GIA Teachers, whose services were taken over on contract basis in January 2015, as well as those left-out PTA GIA Teachers, whose services could not be taken over on contract basis previously due to various administrative reasons including direction of the Apex Court to maintain *status quo*. In pursuance of aforesaid approval, and after observing all codal formalities, regularization orders of the PTA GIA provided Teachers, who were taken over on contract basis, were regularized vide office order dated 20.08.2020, subject to the final outcome of CWP No.2850 of 2020.
- I. CWP No. 2850 of 2020 was disposed of on 23.7.2024 in terms of judgment dated 27.11.2020 passed in CWP No. 2285 of 2020, whereby all connected Writ Petitions were dismissed.
- J. In 2018, in consonance with decision of the Government of Himachal Pradesh, Department of Personnel, as communicated vide letter dated

11.05.2018, the services of Teachers appointed on contract basis were directed to be regularized on completion of three years of continuous contractual service as on 31.03.2018.

- K. PTA-GIA provided Teachers, whose services were taken over on contract basis by the Department in the year 2015, could not be regularized after the completion of three years of continuous service on contract basis during 2018. This was because the matter regarding appointment of PTA-GIA provided Teachers was pending adjudication before the Apex Court, and an interim order was in operation. Accordingly, as recorded *supra*, their services were eventually regularized after decision in the *Chander Mohan Negi's* case, with effect from 20.08.2020.
- L. Feeling aggrieved, the PTA-GIA Teachers filed CWP No.342 of 2021, titled *Yashwant Singh and Others vs. State of H.P. and Others and other connected petitions*, before this High Court, seeking regularization of their services with effect from 01.04.2018, at par with the Teachers, who were appointed in the Department through direct recruitment and had completed three years of contractual service as on 31.03.2018.
- M. CWP No.342 of 2021 along with connected matters was allowed vide judgment dated 31.08.2022.
- N. Assailing the judgment dated 31.08.2022, an SLP (C) No.6696 of 2023 was filed by the State Government in the Apex Court, which was dismissed on 24.04.2023.
- O. The petitioners in CWP No.342 of 2021 and in connected matters filed Execution Petition No.86 of 2023 to execute orders dated 31.08.2022 and 24.04.2023 passed by this High Court and the Apex Court, respectively.
- P. Vide communication dated 02.09.2023, the Government conveyed its approval to regularize the services of the petitioners in CWP No.342 of 2021 and other clubbed petitions, as well as in Execution Petition No.86 of 2023, with effect from 01.04.2018.
- Q. In the aforesaid backdrop, vide office order dated 01.12.2023 (Annexure P-16), the petitioner, along with other similarly situated persons, were regularized with effect from 01.04.2018, with all consequential benefits."

5. Admittedly, initial appointment of petitioners as PTA Teachers, as teacher was engaged by Parent Teacher Association of the concerned school under Grant-in-aid to PTA Policy during the year 2006-2007.

6. Government of H.P. took a policy decision regarding taking over the services of PTA (GIA Rules, 2006), converting/appointing these teachers on contract basis, after completion of eight years as PTA Teacher, subject to observance of terms and conditions, provided in Notification dated 16.08.2013, by constituting a Screening Committee for recommending and taking over of services of petitioners on contract basis by the concerned appointing authority. PTA Teachers, not fulfilling the qualification, prescribed under RTE Act as well as R&P Rules, were permitted to achieve such qualification three years from the date of Notification.

7. In furtherance to aforesaid policy decision, as pleaded, services of about 5017 PTA Teachers were taken over on contract basis vide different office orders. Some orders were issued before passing of order of status quo by the Apex Court on 22.01.2015, whereas some orders were issued on vacation of status quo order on passing of judgment dated 17.04.2020 passed by the Apex Court in ***Chander Mohan Negi vs. State of H.P.***, reported in **(2020) 5 SCC 732**. Thereafter, process for regularization the services of PTA Teachers converted to/taken over as contract Teacher was started. Vide office order dated 05.08.2020, services of converted contract Teachers, i.e., petitioners, who were engaged as PTA Teacher between 29.06.2006 and 03.01.2008, were regularized with

prospectively from the date 20.08.2020, whereupon such teachers as petitioners approached the Court by filing CWP No. 342 of 2021, titled as Yashwant & others vs. State of H.P. and others, wherein vide judgment dated 31.08.2022, petitioners were held entitled for regularization w.e.f. due date, i.e., 01.04.2018 with all consequential benefits.

8. SLP No. 6966 of 2023, titled State of Himachal Pradesh and Anr. vs. Yashwant Singh and Ors., preferred by the State against the judgment dated 31.08.2022 (Annexure P-14), was dismissed by the Apex Court, vide order dated 24.04.2023 (Annexure P-15). Vide office order dated 01.12.2023 (Annexure P-16), State of H.P. complied with judgment dated 31.08.2022 and regularized the services of petitioners w.e.f. 01.04.2018 with all consequential benefits.

9. There is a previous adjudication and verdict of the Court in CWP No. 342 of 2021 and other connected matters, preferred by the petitioners, which has attained finality and, therefore, service benefits of the petitioners shall be governed and extended to them in terms of the said mandate of the Court notwithstanding anything else.

10. Petitioners have already been extended benefit of contract period of services in terms of their claim in CWP No. 342 of 2021 and other connected matters, which has attained finality on dismissal of SLP preferred by the State and, therefore, the same

cannot be opened now. Initial appointment of the petitioners or their appointment on contract was not by following procedure prescribed in R&P Rules, Service Rules framed under Article 309 of the Constitution and they were not subjected to rigors of the process, as applicable for regular appointment by participating in completion open to all eligible candidates and, therefore, they are not entitled for all benefits of contract service from the date of initial appointment like regular incumbents.

11. Claim of the petitioners regarding counting of temporary/contract service, from a particular date, has already been agitated and adjudicated in *CWP No. 342 of 2021*, titled as *Yashwant & others vs. State of H.P. and others* in the year 2021 and, thereafter, petitioners were satisfied and now they have filed present petition, which is not maintainable. In this regard, it would be relevant to refer Provisions of Order 2 CPC, which reads as under:-

“ORDER II

FRAME OF SUIT

1. Frame of suit.—Every suit shall as far as practicable be framed so as to afford ground for final decision upon the subjects in dispute and to prevent further litigation concerning them.

2. Suit to include the whole claim.—(1) Every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the cause of action; but a plaintiff may relinquish and portion of his claim in order to bring the suit within the jurisdiction of any Court.

(2) Relinquishment of part of claim.—Where a plaintiff omits to sue in respect of, or intentionally relinquishes, any portion of

his claim, he shall not afterwards sue in respect of the portion so omitted or relinquished.

(3) Omission to sue for one of several reliefs.—A person entitled to more than one relief in respect of the same cause of action may sue for all or any of such reliefs; but if he omits, except with the leave of the Court, to sue for all such reliefs, he shall not afterwards sue for any relief so omitted.

Explanation.—For the purposes of this rule an obligation and a collateral security for its performance and successive claims arising under the same obligation shall be deemed respectively to constitute but one cause of action.”

12. Petitioners had preferred CWP No. 342 of 2021 in the year 2021, agitating their regularization w.e.f. 20.08.2020 with claim that they were entitled to be regularized from 01.04.2018, i.e., after completion of three years after conversion/taking over their services on contract basis from PTA Teachers. At that time, petitioners did not claim for regularization or any other benefit from the date of their initial appointment as PTA Teachers in the years 2005, 2006 and 2007, but they omitted to sue in respect of the claim of all benefits of the services from the initial date of appointment. Therefore, petitioners, in view of provisions of Order II, CPC, especially Rule (2) thereof, are prohibited from filing petition for reliefs now claimed, particularly reliefs ii to iv and, therefore, they are not entitled for these reliefs, on this count also.

13. At the time of filing CWP No. 342 of 2021, petitioners were regularized by the respondents from 20.08.2020. The cause of action was that petitioners, according to them, were regularized from

a wrong date, whereas they were entitled to be regularized from earlier date and at that time they did not claim regularization or other benefits from initial date of appointment, but they claimed benefit of regularization on the basis of taking over/conversion of their services from PTA Teachers to contract services on the basis of policy decision taken by the State in the year 2014-2015. Omission on the part of petitioners to sue for all claims including service benefits from the initial date of appointment amounts to relinquishing the claim being put forth in terms of reliefs No. (ii) to (iv) and, therefore, they are not entitled to sue for these reliefs, so omitted at the time of filing CWP No. 342 of 2021.

14. Learned counsel for the petitioners to substantiate claim of the petitioners to count their services as PTA appointees for extending service benefits to the petitioners, has placed reliance on judgment dated 15.06.2015, passed by a Division Bench of this Court in **CWP No. 8953 of 2013 along with connected writ petitions, titled Joga Singh and others vs. State of Himachal Pradesh and others**, whereby it has been held that period from 2000 to 31.10.2007 and 22.11.2007 from their initial appointment as Gram Vidya Upasak to the date of realization, shall be counted as qualifying service for the purpose of pension under CCS (Pension) Rules, 1972 with further

direction that this period shall also be counted for the purpose of annual increments.

15. There is a basic difference between the initial appointment of the petitioners as PTA Teachers and the appointment of Vidya Upasaks under the Vidya Upasak Yojna. PTA appointees were engaged on a stopgap basis without adhering to the provisions of the R&P Rules and were appointed by the Local Parent Teacher Association. The honorarium payable for hiring their services as PTA Teachers was to be paid by the Parent Teacher Association (PTA), whereas the Government only provided Grant-in-Aid to the PTA upon an application submitted on its behalf. In contrast, Vidya Upasaks were engaged under the Vidya Upasak Yojna after undergoing the rigours of a prescribed selection process and possessing the minimum eligibility qualifications for appointment against notified vacant posts. Their appointments were made through the recruiting agency on the basis of requisitions sent by the State Government for selection against posts in the Education Department. Therefore, there exists a substantial distinction between the two categories of appointments, namely, Vidya Upasaks by Government/Department and PTA Teachers appointed by PTA under the Grant-in-Aid Rules.

16. In *Joga Singh's* case, petitioners were appointed by Government/Department though as Vidya Upasaks, but on contract

and the said contract was renewed on the basis of instructions issued by the State Government from time to time. There was and is no appointment by Government/Department or contract of the State Government with PTA Teachers and they are paid fixed remuneration, determined by PTA, which can never be said to be payment of pay to the petitioners. Petitioners herein are not similarly situated to the petitioners in *Joga Singh's case* and, thus, findings returned in the judgment of *Joga Singh's case* are not applicable in present case and petitioners are not entitled for any relief on the analogy of Vidya Upasaks and, thus, judgment passed in *Joga Singh's case* is of no help to the petitioners.

17. In relief (ii), petitioners are claiming that their services from the date of initial appointment as PTA Teachers are liable to be counted for purpose of seniority, increment and continuity in service for pay-scale, pay-grades and all other consequential service benefits, arising therefrom in terms of judgment of the Apex Court in ***Direct Recruit Class II Engineering Officers' Association Vs. State of Maharashtra and others, (1990) 2 SCC 715***, as well as judgment dated 03.08.2023, passed in CWP No. 2004 of 2017, titled as *Taj Mohammad and others Vs. State of H.P.* (Annexure P-17).

18. Learned counsel for the petitioners have also relied upon pronouncement of the Apex Court in ***Direct Recruit Class II***

Engineering Officers' Association Vs. State of Maharashtra and others, (1990) 2 SCC 715, especially referring para 47(B) of the said judgment. Relevant portion of Direct Recruit's judgment in para 47, reads as under:-

“47. To sum up, we hold that:

(A) Once an incumbent is appointed to a post according to rule, his seniority has to be counted from the date of his appointment and not according to the date of his confirmation.

The corollary of the above rule is that where the initial appointment is only ad hoc and not according to rules and made as a stop-gap arrangement, the officiation in such post cannot be taken into account for considering the seniority.

(B) If the initial appointment is not made by following the procedure laid down by the rules but the appointee continues in the post uninterruptedly till the regularisation of his service in accordance with the rules, the period of officiating service will be counted”.

19. It has been contended that rights of the petitioners have been protected in *Direct Recruit's case* and in view of para 47(B), petitioners are entitled for benefits of services rendered by them.

20. In *Direct Recruit's case*, there was dispute between direct recruits and promotees and for non availability of adequate number of direct recruits, large number of promotees had to be appointed to officiate as Deputy Engineers on continuous basis. These appointments were given after following procedure applicable to regular promotions including consultation with the Public Service Commission.

21. In this backdrop, in para 47(B), it was held that after such appointee continues in the post uninterruptedly till the regularization of service in accordance with rules, the period of officiating service will be counted. The verdict in *Direct Recruit's case* is not to be read and applied in isolation. Direction in para 47(B) has to be read with direction contained in para 47(A). In present case, petitioners were not appointed by following the procedure laid down by the rules, but their appointments did not continue uninterruptedly till regularization of their services in accordance with rules.

22. In fact petitioners as PTA Teachers were engaged at local level by PTA and they were not appointed by the Government and services of petitioners were not regularized uninterruptedly from PTA appointees to regular teachers. There is no policy or policy decision to appoint PTA Teachers by the Government and to regularize services of PTA Teachers, but there is conversion in taking over of the services of PTA Teachers as contract teachers from a particular date. Conversion as a contract teacher is also not a regular appointment and on reading paras 47(A) and 47(B) of *Direct Recruits'* case conjointly, it is apparent that services rendered by the petitioners as PTA Teachers were and are not being followed by regularization of their services in accordance with rules, rather again their services

have been converted into contract, which is again not a permanent establishment or pensionable establishment.

23. From the above discussion, it is apparent that in present case, *Direct Recruit's case* is not applicable, rather ratio of findings returned by the Supreme Court in *Direct Recruit's case* establishes counter to the case propounded by the petitioners.

24. Admittedly, initial appointments of petitioners were not in consonance with the procedure prescribed under R&P Rules for appointment to the post, by which they were engaged for short term as a stop gap arrangement to provide teachers to the local schools for instant requirement on account of vacancy of the post for non appointment of regular Teachers in the school and policy decision to take over/convert their services on contract basis was taken in 2014 and their services were converted into and taken over as contract employees of the State in terms of decision in December, 2014/January, 2015.

25. Therefore, case of petitioners is not similar to the *Direct Recruit's case* as well as *Taj Mohammad's case*, wherein petitioners were appointed by following the procedure prescribed for recruitment on regular basis in terms of R&P Rules by advertising the posts inviting applications for participating in competition open to all eligible candidates. Thus, plea that case of the petitioners is covered under

Direct Recruit and *Taj Mohammad's* cases is misconceived. They are not similar situated to petitioners therein and, therefore, for counting their entire service from the date of initial appointments for all consequential benefits is not sustainable and, accordingly rejected.

26. Learned counsel for the petitioners have also placed reliance on judgment of the Apex Court in **G.P. Doval and others vs. Chief Secretary, Government of U.P. and others, reported in (1984) 4 SCC 329**, by referring para 15 thereof with submission that if first appointment is made by competent authority, then even if the procedure was irregular (but not illegal), the subsequent regularization makes the entire period to be counted for extending benefits, as has been held by the Supreme Court in para 47(B) in *Direct Recruit's* case.

27. In *G.P. Doval's* case, Khandsari Inspectors were engaged by the State Government under Khandsari Licensing Scheme to regulate the supply of sugarcane to sugar factories. Posts of Khandsari Inspectors, initially designated as Licensing Inspectors, were created and some persons were appointed as Khandsari Inspectors between March and May, 1960. Thereafter, some Khandsari Inspectors were recruited and some others who were recruited departmentally were approved by Public Service Commission. At the time of appointment of Khandsari Inspectors in

1958-59, there were no R&P Rules in existence and, accordingly, under Khandsari Licensing Scheme, Khandsari Inspectors were recruited. Later on, with the help and guidance of Public Service Commission, Khandsari Inspectors were recruited. There was a dispute with respect to seniority for consideration of these Khandsari Inspectors to the posts of Khandsari Officer and Assistant Sugar Commissioner. The relevant rules applicable in the said case provided the detail for guidelines for determining the seniority as referred in para 8 of G.P. Doval's judgment. Relevant portion whereof is as under:-

"2. Among other things the rules should provide for the following matters.

At Item No. 11, seniority is mentioned. Elaborating how the rule about seniority should be drawn-up, the memorandum proceeds to prescribe guidelines as under:

"Seniority in service shall generally be determined from the date of substantive appointment to a service, or from the date of the order of first appointment, if such appointment is followed by confirmation. In special cases seniority may be determined in accordance with the conditions which may suit a particular service."

28. Findings in G.P. Doval's case were returned in the aforesaid backdrop, which is not similar to present case, especially regarding claim of the petitioners and, therefore, this judgment is not applicable in present case.

29. Learned counsel for the petitioners have also placed reliance on judgment of the Apex Court in **L. Chandrakishore Singh vs. State of Manipur and others along with connected matters**,

reported in **(1999) 8 SCC 287** by referring paras 14 and 15 thereof with reference to para 47(B) of Direct Recruit's case.

30. In this case also, certain persons had joined Manipur Police as Sub Inspectors on the recommendation of Manipur Public Service Commission, who were confirmed on 16.06.1976. On 03.06.1980, Government of Manipur appointed 31 Sub-Inspectors of Police as Inspectors of Police on promotion on regular basis until further orders. The Government of Manipur exercising the power conferred in MPS Rules, 1965 appointed other persons in order of their merit to Manipur Police Service in officiating capacity with immediate effect. On recommendation of DPC held on 14.01.1985, appellant and others were confirmed as Inspectors of Police of Manipur Police Department w.e.f. 14.01.1985. However, vide order dated 16.08.1989, the persons confirmed on 14.01.1985 were shown junior to the appointees engaged after 14.01.1985.

31. In the aforesaid facts and circumstances, the observations made and findings returned by the Supreme Court in paras 14 and 15 of *L. Chandrakishore Singh's case* are not applicable to the facts of present case.

32. Learned counsel for the petitioners have also referred pronouncement of the Supreme Court in **Rudra Kumar Sain and others vs. Union of India and others**, reported in **(2000) 8 Supreme**

Court Cases 25 by referring paras 16 to 21 thereof, which read as under:-

- “16. The three terms “ad hoc”, “stopgap” and “fortuitous” are in frequent use in service jurisprudence. In the absence of definition of these terms in the rules in question we have to look to the dictionary meaning of the words and the meaning commonly assigned to them in service matters. The meaning given to the expression “fortuitous” in *Stroud’s Judicial Dictionary* is “accident or fortuitous casualty”. This should obviously connote that if an appointment is made accidentally, because of a particular emergent situation and such appointment obviously would not continue for a fairly long period. But an appointment made either under Rule 16 or 17 of the Recruitment Rules, after due consultation with the High Court and the appointee possesses the prescribed qualification for such appointment provided in Rule 7 and continues as such for a fairly long period, then the same cannot be held to “fortuitous”. In *Black’s Law Dictionary*, the expression “fortuitous” means “occurring by chance”, “a fortuitous event may be highly unfortunate”. It thus, indicates that it occurs only by chance or accident, which could not have been reasonably foreseen. The expression “ad hoc” in *Black’s Law Dictionary*, means “something which is formed for a particular purpose”. The expression “stopgap” as per *Oxford Dictionary*, means “a temporary way of dealing with a problem or satisfying a need”.
17. In *Oxford Dictionary*, the word “ad hoc” means for a particular purpose; specially. In the same Dictionary, the word “fortuitous” means happening by accident or chance rather than design.
18. In *P. Ramanatha Aiyar’s Law Lexicon* (2nd Edn.) the word “ad hoc” is described as: “For particular purpose. Made, established, acting or concerned with a particular (*sic*) and or purpose.” The meaning of word “fortuitous event” is given as “an event which happens by a cause which we cannot resist; one which is unforeseen and caused by superior force, which it is impossible to resist; a term synonymous with Act of God”.
19. The meaning to be assigned to these terms while interpreting provisions of a Service Rule will depend on the provisions of that

Rule and the context in and the purpose for which the expressions are used. The meaning of any of these terms in the context of computation of inter-se seniority of officers holding cadre post will depend on the facts and circumstances in which the appointment came to be made. For that purpose it will be necessary to look into the purpose for which the post was created and the nature of the appointment of the officer as stated in the appointment order. If the appointment order itself indicates that the post is created to meet a particular temporary contingency and for a period specified in the order, then the appointment to such a post can be aptly described as “ad hoc” or “stopgap”. If a post is created to meet a situation which has suddenly arisen on account of happening of some event of a temporary nature then the appointment of such a post can aptly be described as “fortuitous” in nature. If an appointment is made to meet the contingency arising on account of delay in completing the process of regular recruitment to the post due to any reason and it is not possible to leave the post vacant till then, and to meet this contingency an appointment is made then it can appropriately be called as a “stopgap” arrangement and appointment in the post as “ad hoc” appointment. It is not possible to lay down any straight-jacket formula nor give an exhaustive list of circumstances and situation in which such an appointment (ad hoc, fortuitous or stopgap) can be made. As such, this discussion is not intended to enumerate the circumstances or situations in which appointments of officers can be said to come within the scope of any of these terms. It is only to indicate how the matter should be approached while dealing with the question of inter se seniority of officers in the cadre.

20. In the Service Jurisprudence, a person who possesses the requisite qualification for being appointed to a particular post and then he is appointed with the approval and consultation of the appropriate authority and continues in the post for a fairly long period, then such appointment cannot be held to be “stopgap or fortuitous or purely ad hoc”. In this view of the matter, the reasoning and basis on which, the appointment of the promotees in the Delhi Higher Judicial Service in the case in hand was held by the High Court to be “fortuitous/ad hoc/stopgap” are wholly erroneous and, therefore, exclusion of those appointees to have their continuous length of service for seniority is erroneous.

21. In view of our conclusions, as aforesaid, we quash the seniority list both provisional and final, so far as, it relates to the appointees either by direct recruitment or by promotion in the Delhi Higher Judicial Service, prior to the amendment of the Recruitment Rules in the year 1987, and their inter se seniority must be re- determined on the basis of continuous length of service in the Cadre, as indicated in *Singla's case* and explained by us in this judgment. Since the future of these officers to a great extent depends upon seniority and many of these officers may be on the verge of superannuation, the High Court would do well in finalising the seniority within a period of six weeks from the date of receipt of this judgment."

33. In aforesaid judgment, it was held by the Supreme Court that appointment of certain Judicial Officers, denied benefits of seniority and service benefits, cannot be held to be stopgap or fortuitous or purely *ad hoc* basis and, therefore, it was held that exclusion of such appointees to have their continuous length of service for seniority was erroneous. In present case, admittedly PTA appointments were stopgap, which was purely on *ad hoc*, liable to be terminated on joining regular at any point of time, but were not appointed by Government/Department, but Parent Teachers Association (PTA) and thus, this judgment is also not applicable on given facts and circumstances of present case.

34. Learned counsel for the petitioners have also referred pronouncement of Division Bench of this High Court in **Baldev Singh & Ors. vs. State of H.P. and Ors along with connected matters**, reported in **Latest HLJ 2009 (HP) 293**. These petitions were disposed of with following findings:-

“16. In view of the above discussion, we dispose of the writ petitions by summarizing our findings as follows:

- i) that the State should normally not make any appointment without following the R & P rules;
- ii) that in a situation where the State or its instrumentalities are forced to make public employment without following the R & P rules, we recommend that the approval of the Administrative Secretary not below the rank of Principal Secretary should normally be obtained after given complete reasons, in respect of each post, as to why the post could not be filled up by following the R & P rules;
- iii) that the appointees on contract basis are to be treated at par with the ad hoc appointees;
- iv) that this court has no power to direct the State to regularize the services of any employee appointed without following the R & P rules;
- v) that this court cannot direct the State to frame a policy of regularization; and
- vi) that the State must follow the principle of ‘last come first go’ as enumerated above vis-à-vis the employees who are appointed de hors the rules.
- vii) that normally the State should not regularize the employees appointed without following the rules since this adversely affects the rights of many eligible candidates.”

35. From the aforesaid findings, petitioners are not getting anything, rather these findings go against the petitioners, which direct not to make appointments without following R&P Rules, but to adhere to the rules. The observation that appointees engaged on contract are to be treated as ad hoc appointees, was rendered in facts and circumstances of *Baldev Singh's* case. In that case, both ad hoc and contract appointees had been engaged or appointed by, or on behalf of the State Government, whereas in present case, however, PTA

Teachers were engaged by the Parent-Teacher Association in its independent capacity and on its own behalf, and not by or on behalf of the State Government. Therefore, the said judgment is also of no help to the petitioners.

36. Learned counsel for the petitioners, to persuade the Court to grant relief to the petitioners, have also placed heavy reliance on the judgment dated 07.10.2025 passed by a learned Single Judge of this High Court in **CWP No. 10783 of 2024**, titled **Lalit Sen vs. State of Himachal Pradesh and others**, whereby a person similarly situated to the present petitioners, who was initially engaged as a PTA Teacher on 02.06.2007 and whose services were subsequently taken over/converted into contractual service on 20.08.2015 and thereafter regularized in August, 2020, was held entitled to the counting of the service rendered by him in temporary, contractual and regular capacities before superannuation for counting pensionary benefits.

37. For discussion hereinafter, we are of the opinion that judgment rendered by learned Single Judge, does not lay down correct law.

38. In this regard, it would be relevant to refer certain provisions of Grant-in-Aid to Parents Teacher Associations Rules, 2006:-

“GRANT-IN-AID TO PARENTS TEACHER ASSOCIATIONS RULES, 2006

1. Short Title & Commencement.- These rules may be called “Grant-in-aid to Parents Teacher Associations Rules, 2006”. They shall come into force with immediate effect.
2. Definitions.- In these Rules unless there is anything repugnant to the subject in the context:-
 - (a)
 - (b)
 - (c)
 - (d) “PTA” means a duly constituted Parents Teachers’ Association or a Students’ Welfare Fund in a Government college/school/training institute.
3. Extent of Application.- The provisions of these Rules shall be applicable to determine the eligibility and the quantum of grant-in-aid and release thereof to PTAs who make available teachers to an educational institution for the purpose of imparting education to its students.
4. Sole discretion of Government.- Government, at its sole discretion, may give grant-in-aid to PTAs on such terms and conditions it considers appropriate.
5. Application for Grant-in-Aid- In case a PTA, with the prior approval of the Principal, makes available teachers for the regular day to day teaching of students in an educational institution, it may submit an application for grant-in-aid in Form-L Character/antecedents of such teachers vended by a Gazetted Government office should be enclosed with the application. Further, the request for grant in respect of teachers provided, should be accompanied by a certificate from the Principal of the education institution to the effect that the work and conduct of die teachers was satisfactory. In case the educational institution does not have a regular Principal, the request for grant should be accompanied by certificates from the teacher of the institution carrying out the functions of Principal.
6. Limit to grant.- The number of teachers in a subject in respect of whom grant may be given shall not exceed the number of posts in the subject which are vacant in an educational institution.
7. Education Qualifications. - Grant-in-aid to a PTA shall not be admissible in respect of a teacher made available by it who does not fulfill the educational qualifications fixed by the Government in respect of posts under it for teaching the same subjects/classes.

8. Quantum of Grant-in-aid- The amount of grant to a PTA in respect of a teacher shall not exceed 50% of the amount of the initial basic salary plus dearness pay, which a similar teacher employed by the Government receives per month. In case the teacher is made available or works for a period less than one month, the grant shall be reduced prorata.
- Provided that the amount of grant-in-aid in respect of a teacher shall not exceed the amount actually paid by the PTA to the teacher.”

39. In *Lalit Sen's* case, petitioner therein had relied upon Rule 13 of CCS (Pension) Rules, 1972, whereas learned Single Judge in para 8 of the judgment has referred Rule 13 of CCS (Pension) Rules, 2021.

Rule 13 of CCS (Pension) Rules, 1972 reads as under:

“13. Commencement of qualifying service

Subject to the provisions of these rules, qualifying service of a Government servant shall commence from the date he takes charge of the post to which he is first appointed either substantively or in an officiating or temporary capacity:

Provided that officiating or temporary service is followed without interruption by substantive appointment in the same or another service or post:

Provided further that -

- (a) in the case of a Government servant in a Group 'D' service or post who holds a lien or a suspended lien on a permanent personable post prior to the 17th April, 1950, service rendered before attaining the age of sixteen years shall not count for any purpose, and
- (b) in the case of a Government servant not covered by Clause (a), service rendered before attaining the age of eighteen years shall not count, except for compensation gratuity.
- (c) the provisions of Clause (b) shall not be applicable in the cases of counting of military service for civil pension under Rule 19.”

40. Rule 13 of CCS (Pension) Rules, 2021 reads as under:-

“13. Service in State Governments

- (1) In the case of a Government servant belonging to a State Government, who was initially appointed in a pensionable establishment of the State Government on or before 31st December, 2003 and who is permanently transferred to a service or post to which these rules apply, the continuous service rendered under the State Government in an officiating or temporary or substantive capacity shall qualify:

Provided that continuous service rendered under that Government in an officiating or temporary capacity shall qualify if that service is followed without interruption by substantive appointment in the State Government or the Central Government.

- (2) In the case of a Government servant belonging to a State Government who is appointed with proper permission to a service or post to which these rules apply after acceptance of his resignation from the service of State Government, the continuous service rendered under the State Government in an officiating or temporary or substantive capacity shall qualify, subject to the condition that the service rendered under that Government in an officiating or temporary capacity is followed without interruption by substantive appointment in the State Government or the Central Government.

Explanation.- A Government servant shall be deemed to have been appointed in the Government with proper permission if he had applied for the service or post in the Government with previous permission of the State Government and the order of the State Government clearly indicates that the employee is resigning to join the post in the Government with proper permission of the State Government.

- (3) The liability for pension and gratuity in cases covered under sub-rule (1) and sub-rule (2) shall be borne by the Central Government and no recovery of proportionate pension shall be made from the State Government.”

41. Undisputedly, for adjudication of claim of Lalit Sen as well as present petitioners, relevant Rule would be Rule 13 of CCS (Pension) Rules, 1972.

42. Before discussing provisions of these Rules and applicability thereof to Lalit Sen or present petitioners and to understand the appointment in 'substantive capacity', it would be relevant to refer following paras of pronouncement of the Apex Court in **Baleshwar Dass and others vs. State of U.P. and others**, reported in **(1980) 4 SCC 226**, which read as under:-

- "31. What, in the context, is a substantive capacity vis-a-vis an appointment to a post? In our view, the emphasis imparted by the adjective "substantive" is that a thing is substantive if it is "an essential part or constituent or relating to what is essential". We may describe a capacity as substantive if it has "independent existence" or is of "considerable amount or quantity". What is independent in a substantial measure may reasonably be described as substantive. Therefore, when a post is vacant, however designated in officialese, the capacity in which the person holds the post has to be ascertained by the State. Substantive capacity refers to the capacity in which a person holds the post and not necessarily to the nature or character of the post. To approximate to the official diction used in this connection, we may well say that a person is said to hold a post in a substantive capacity when he holds it for an indefinite period especially of long duration in contradistinction to a person who holds it for a definite or temporary period or holds it on probation subject to confirmation.
32. Once we understand 'substantive capacity' in the above sense, we may be able to rationalise the situation. If the appointment is to a post and the capacity in which the appointment is made is of indefinite duration, if the Public Service Commission has been consulted and has approved, if the tests prescribed have been taken and passed, if probation has been prescribed and has been approved, one may well say that the post was held by the incumbent in a substantive capacity."

43. Para 13 of judgment of the Apex Court in **Director General, Doordarshan Prasar Bharti Corporation of India and**

another vs. Magi H. Desai, reported in **(2023) 18 SCC 705**, is also relevant to be referred, which reads as under:-

- “7. Rule 13 of the 1972 Rules provides for commencement of qualifying service. As per Rule 13, qualifying service of a Government servant shall commence from the date he takes charge of the post to which he is first appointed either substantively or in an officiating or temporary capacity. It further provides that such officiating or temporary service is followed without interruption by substantive appointment in the same or another service or post. Therefore, the services rendered on a substantive post or services rendered as officiating or temporary service shall be treated as qualifying service. Service rendered as casual/contractual cannot be said to be officiating or temporary service. Even the services rendered as temporary service can be considered as qualifying service provided that the officiating or temporary service is followed without interruption by substantive appointment in the same or another service or post. Service rendered as casual/contractual cannot be said to be service rendered on a substantive appointment.”

44. Certain provisions of Central Civil Services (Temporary Services) Rules, 1965 would also be helpful to understand the meaning of Temporary Service or Officiating Service, which are as under:-

- “1. Short, title commencement and application. - (1) These rules may be called the Central Civil Services (Temporary Service) Rules, 1965.
- (2)
- (3) Subject to the provisions of sub-rule (4), these rules shall apply to all persons:-
- (i) who hold a civil post including all civilians paid from the Defence Services Estimates under the Government of India and who are under the rule-making control of the President, but who do not hold a lien or a suspended lien

on any post under the Government of India or any State Government;

- (ii) who are employed temporarily in work-charged establishments and who have opted for pensionary benefits.

(4) Nothing in these rules shall apply to,-

- (a)
- (b)
- (c) Government servants engaged on contract;
- (d)
- (e) Persons employed in extra-temporary establishments or in work-charged establishments (other than the persons employed temporarily and who have opted for pensionary benefits);

2. Definitions.- In these rules, unless the context otherwise requires,-

- (a) "appointing authority" means, in relation to a specified post, the authority declared as such under the Central Civil Services (C.C.S.) Rules, 1965;
- (b)
- (c)
- (d) "temporary service" means the service of a temporary Government Servant in a temporary post or officiating service in a permanent post, under the Government of India."

45. Meaning of Government Employee, in general, is an individual hired or paid by Local, State or Central (National) Government to administer public policies, private service and to maintain operations of the administration, which is distinct from elected official and political appointees as well as persons engaged by an entity, which does not fall in the category of Local, State or Central Government.

46. Pensionable establishment is a designated category of Government Employees for guaranteed post retiral pension, gratuity etc. wholly funded directly by the employer.

47. For want of adoption by the State Government of CCS (Pension) Rules, 2021, applicability of these Rules in State of Himachal Pradesh is doubtful. However, as the learned Single Judge has relied upon provisions of Rule 13 of CCS (Pension) Rules, 2021 for directing the respondents to extend benefits of service rendered by the petitioner on PTA for counting qualifying service for pension, we are also discussing the scope of provisions of Rule 13 of CCS (Pension) Rules, 2021.

48. First condition for invoking provisions of this Rule is that a Government servant belonging to the State Government should be permanently transferred to service or post, to which CCS (Pension) Rules, 2021 apply. PTA Teachers or Contract Employee of the State Government, in present case, have not been transferred permanently or temporarily to the Central Government or to service or post to which CCS (Pension) Rules, 2021 apply. The employee so transferred should be initially appointed in a pensionable establishment of the State Government on or before 31.12.2003. This condition is also not present in case of PTA/Contract Teachers.

49. In present case, neither PTA nor contractual appointment is an appointment in a pensionable establishment of the State Government before regularization. In absence of regularization, a person engaged on PTA basis or on contract shall not be entitled for any pension on superannuation or expiry of term of PTA engagement or contract appointment. Further, petitioners herein as well as petitioner Lalit Sen in CWP No. 10783 of 2024 were not appointed on or before 31.12.2003, rather all of them were appointed after 2003, i.e., after 2006 onwards. After engagement as PTA Teachers, services of petitioners were not permanently or otherwise transferred to the post to which CCS (Pension) Rules apply, as CCS (Pension) Rules, do not apply to contract appointees during their service as contract appointee. Though, contract appointee, on or after regularization shall have a right for counting their contract services towards pensionary benefits, as provided in Rule 17 of CCS (Pension) Rules, 1972, but that situation arises on transfer of contract appointee or regularization of his contract service, without interruption to the regular establishment/post. Therefore, conversion or taking over of service of petitioners from PTA engaged Teacher to contract appointee does not fulfill the condition of substantive appointment in the State Government or Central Government of a PTA Teacher without interruption to regular establishment. A casual or contract appointment

is not a substantive appointment as has been held by Supreme Court in *Director General, Doordarshan Prasar Bharti's* case referred *supra*.

50. Though, for want of material and information placed on record applicability of CCS (Pension) Rules, 2021 is doubtful, however, even if these rules are considered to be applicable, the claim of petitioners including claim of Lalit Sen in CWP No. 10783 of 2024 is not covered under Rule 13 of CCS (Pension) Rules, 2021.

51. Case of the petitioners is also not covered under Rule 13 of CCS (Pension) Rules, 1972, as it provides that subject to provisions of these rules, qualifying service of a Government Servant shall commence from the date he takes charge of the post to which he is first appointed either substantively or in an officiating or temporary capacity, provided that officiating or temporary service is followed without interruption by substantive appointment in the same or another service or post and also subject to other conditions enumerated in second proviso.

52. PTA appointee is not a Government Servant, taking charge of the post in a capacity of a Government Employee. Even after engagement as PTA Teachers, he does not take charge of the post against which he is engaged as a short term arrangement to make teacher available in absence of regularly appointed teacher. This Rule 13 of CCS (Pension) Rules, 1972 refers appointment in an

officiating or temporary capacity. There are rules dealing with temporary service called as Central Civil Services (Temporary Services) Rules, 1965.

53. From the relevant provisions of Central Civil Services (Temporary Services) Rules, 1965 extracted here-in-before, it is apparent that the Temporary Service Rules do not apply to Government servant engaged on contract as well as persons employed in extra-temporary establishments and for appointment in temporary service, the appointing authority shall be the authority declared as such under Central Civil Services (Temporary Services) Rules, 1965. Further, that temporary service means temporary Government servant in a temporary post or officiating service in a permanent post.

54. In present case, PTA Teachers were engaged by Parent Teacher Association. They were not appointed by appointing authority, i.e., Director of School Education/Secretary, Education to the Government of Himachal Pradesh, but were appointed by PTA committees and, therefore, their services cannot be considered as temporary services or officiating services either under Central Civil Services (Temporary Services) Rules, 1965 or CCS (Pension) Rules, 1972, especially as a person appointed in an officiating or temporary capacity as PTA Teacher.

55. Further, in terms of Rule 13 of CCS (Pension) Rules, 1972 also, temporary/officiating service must be followed without interruption of substantive appointment in the same or another service or post, but in present case even if for argument sake PTA engagement is considered as a temporary service under the State, which infact is not, then also their PTA engagement is not followed by substantive appointment without interruption, because their services were taken over or converted into contract, which again a temporary establishment, but not a pensionable establishment, and appointment as contract appointee, as also held in **Director General, Doordarshan Prasari Bharti Corporation of India and another vs. Magi H. Desai**, reported in **(2023) 18 SCC 705**, is not a substantive appointment. Therefore, PTA's engagements has not been followed by substantive appointment without interruption, rather between PTA engagement and regularization there is a period of contract service, which is liable to be counted for pensionary benefits in terms of Rule 17 of CCS (Pension) Rules, 1972.

56. Grant-in-Aid Rules to Parent Teacher Association are evidently rules framed to give Grant-in-Aid to Parent Teacher Association, so as to enable PTA to make monthly honorarium to the person engaged on PTA basis to teach the children in the school and vacancy of post to a particular subject since long.

57. As PTA Teachers alike contract employees, are not engaged by the Government, but were and are being engaged by Parent Teacher Association, after seeking permission, through Principal, from the competent authority.

58. Perusal of Grant-in-Aid Rules indicate that PTA Teachers are neither Government employees nor paid any salary/pay by the Government, rather they are engaged by PTA during vacancy of the post to teach children in emergent situation, but amount is paid by PTA to the teacher and PTAs are compensated by the Government by issuing Grant-in-Aid in terms of Grant-in-Aid Rules. PTA Teachers are neither temporary employee nor they are officiating service of the State.

59. PTA Teacher does not take charge of the post. He is not appointed as a temporary or officiating teacher, but is permitted to enter in the school to teach students, by the Principal, on request made by PTA.

60. Conversion or taking over of PTA engagement as contract appointee is not an instance of temporary service followed by substantive appointment without interruption. It is also apt to record that even contract appointment is not a pensionary establishment, however, as already referred *supra*, contract appointees may be entitled for pensionary benefits for their substantive

appointment/regularization in terms of Rule 17 of CCS (Pension) Rules, 1972, but after regularization.,

61. With respect to PTA engaged person, appointing authority is Parent Teacher Association but not the Director or Secretary, Education. The services of PTA engaged Teachers are not covered under definition of Temporary Employee or Officiating Service under Central Civil Services (Temporary Services) Rules, 1965.

62. *Joga Singh's* case has also been referred by learned Single Judge to issue direction to the respondents to count PTA engagement for determining pensionary benefits. The facts in *Joga Singh's* case are entirely different and distinct from the present case. As already discussed in detail here-in-above, in that case, petitioners were directly appointed on contract basis and by referring Rule 17 of CCS (Pension) Rules, 1972 were held entitled for pensionary benefits on regularization as their contract service was followed by regularization without interruption on the same post.

63. In view of above discussion, we hold that for want of proper assistance, as relevant provisions were not referred to before learned Single Judge, an error has been committed by learned Single Judge by holding that in view of Rule 13 of CCS (Pension) Rules, 1972/2021, PTA engaged Teachers converted to contract appointee, on regularization as contract appointee, are entitled for counting of

their temporary service as PTA engaged Teachers for calculating pensionary benefits and, therefore, this judgment has to be ignored, as it does not depict the correct view on the issue involved.

64. In view of above discussion, pronouncements in *Lalit Sen's* case, *Joga Singh's* case and other judgments referred by learned counsel for the petitioners, discussed *supra*, are of no help to the petitioners.

65. In view of above discussion, we are of the considered opinion that petitioners are not entitled for reliefs claimed under prayer clause (ii) to (iv) and the same are dismissed accordingly.

66. So far as relief in prayer clause (i) is concerned, the same already has been adjudicated as referred *supra* in CWP No. 3361 of 2025. In present petitions with respect to prayer (i) is also disposed of in terms of judgment passed in CWP No. 3361 of 2025, however, with respect to prayer Nos. (ii) to (iv), petitions are dismissed.

67. Accordingly, petitions are disposed of in terms of aforesaid findings on the issues involved.

Pending application(s), if any, also stand(s) disposed of.

**(Vivek Singh Thakur),
Judge.**

**(Ranjan Sharma),
Judge.**

23rd July, 2026_(Susheel)